

AGREEMENT BETWEEN
THE CAMDEN BOARD OF EDUCATION

and

THE CAMDEN EDUCATION ASSOCIATION
(TEACHERS' UNIT)

July 1, 1985 through June 30, 1987

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.	1
I	RECOGNITION.	2
II	NEGOTIATION PROCEDURE.	3
III	GRIEVANCE PROCEDURE	4
IV	TEACHER RIGHTS	11
V	ASSOCIATION RIGHTS AND PRIVILEGES	13
VI	TEACHER WORK YEAR	17
VII	SALARIES	18
VIII	TEACHER ASSIGNMENT	26
IX	TRANSFERS AND REASSIGNMENTS	29
X	PROMOTIONS	31
XI	TEACHER EVALUATION	32
XII	SICK LEAVE	34
XIII	TEMPORARY LEAVES OF ABSENCE	35
XIV	EXTENDED LEAVES OF ABSENCE.	38
XV	PROTECTION OF TEACHERS	43
XVI	INSURANCE PROTECTION	45
XVII	CURRICULUM STEERING COMMITTEE	47
XVIII	CLASSROOM CONTROL AND DISCIPLINE	48
XIX	BOARD RIGHTS	49
XX	MAINTENANCE OF BENEFITS	50

<u>ARTICLE</u>		<u>PAGE</u>
XXI	EVENING SCHOOL - SUMMER SCHOOL - HOME TEACHING - FEDERAL PROGRAM. . .	51
XXII	CLASS SIZE	53
XXIII	DEDUCTIONS FROM SALARY	54
XXIV	BOOKS AND INSTRUCTIONAL MATERIALS . . .	56
XXV	SUPERVISION OF STUDENT TEACHERS. . .	57
XXVI	ASSOCIATION - ADMINISTRATION LIAISON. .	58
XXVII	REDUCTION IN FORCE	59
XXVIII	TEACHING HOURS AND LOAD	61
XXIX	MISCELLANEOUS PROVISIONS	65
XXX	DURATION OF AGREEMENT.	67
	SIDEBAR AGREEMENT	68
Schedule A	1985-1986 Salary Guide	69
	1986-1987 Salary Guide	70
Schedule B	<i>GUIDANCE COUNSELORS, SOCIAL WORKERS, LDT, SPEECH THERAPIST</i> Extra-Curricular Compensation, 1985-1986 .	71 73
	Extra-Curricular Compensation, 1986-1987 .	76
Schedule C	Department Heads--Middle and High Schools.	79
Schedule D		80
Schedule E		81
Schedule F		82
Schedule G		83

PREAMBLE

THIS AGREEMENT is entered into this day of ,
1985, by and between the Board of Education of the City of
Camden, New Jersey, hereinafter call the "Board", and the
Camden Education Association, hereinafter called the
"Association". The duration of this Agreement will be as
provided in Article XXX.

ARTICLE I
RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1, et seq., as amended, known as the New Jersey Employer-Employee Relations Act, the Camden Board of Education hereby recognizes the Camden Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract with the Board, or on leave from the school district, including teachers, librarians, nurses, guidance counselors, social workers, vocational education teachers, child study team leaders and department chairpersons, but excluding the Superintendent, assistant Superintendents, business administrators, secretary to the Board, assistant secretaries, directors, supervisors, coordinators, principals, vice-principals, assistant principals, dean of students, and administrative assistants.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with the provisions of N.J.S.A. 34:13A-1, et seq., as amended, the parties agree to commence negotiations on a successor Agreement not later than November first of the calendar year preceding the calendar year in which this Agreement expires.

B. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed the Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

A "Grievance" shall mean a complaint by a teacher or the Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence .

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have

been fully determined.

2. Any complainant who has a grievance shall discuss it first with the Principal if the teacher is assigned to a specific building, or with the superior, if the teacher has a multi-building or district responsibility, in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall initiate a grievance in writing to the Principal specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) the dissatisfaction with decisions previously rendered.

The Principal shall communicate a decision to the grievant in writing within five (5) school days of receipt of the written grievance.

4. The teacher, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent

shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate a decision in writing to the grievant and to the Association directed to the Chairperson of its Professional Rights and Responsibilities Committee and the Principal.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, the grievant, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be in writing and sent to the President of the Board of Education with carbon copies to the Superintendent of Schools and the Board Secretary. The Board shall review the grievance at the next regular meeting of the Board if the request is received in time to be included on the agenda for the meeting. The Board shall provide the Association with the dates when Board meeting agendas are set. The Board shall inform the grievant and the Association in writing within five (5) days after the Board's review of the grievance of the Board's decision on the grievance or the date, time and place when the Board shall hold a hearing with the grievant. Said hearing, if granted by the Board, shall be held no later than the next regular meeting of the Board. Within five (5) days after said hearing, the Board shall notify the grievant and the Association in writing of its decision.

on the grievance. The Board of Education shall not be required to give reasons for its decision. Decisions of the Superintendent in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

- (a) Any matter for which a method of review is prescribed by law; or
- (b) Any rule or regulation of the State Commissioner of Education; or
- (c) By-laws of the Board of Education; or
- (d) Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone; or
- (e) A complaint of a non-tenured teacher which arises by reason of not being re-employed; or
- (f) A complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an Arbitrator:

- (1) If one or more grievances involve the same issue, either party may submit a demand for arbitration to the American Arbitration Association.

(2) If two or more grievances involving different kinds of issues are to be heard, the parties will make a joint submission for arbitration to the American Arbitration Association.

(3) In both instances the parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the Arbitrator shall be binding on the parties. Only the Board and the aggrieved and their representatives shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearings.

8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

9. In the event a grievance is filed at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left

unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Rights of Teachers to Representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at the grievant's option, by a representative selected or approved by the Association.

(2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at a later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to personal grievances.

D. 1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school building, the Association may submit such grievance in writing directly to the Superintendent and the processing of such

grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

E. Salary Appeals:

1. A grievance involving a question of salary shall be initiated by filing a duplicate statement of grievance with the Superintendent of Schools and the Board Secretary for ruling, and right to appeal to the Board or Committee thereof, and may thereafter proceed under Sections B6 and B7 of this Article.

F. Costs:

1. Each party will bear the total cost incurred by themselves.

2. The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3. If time is lost by any teacher due to arbitration hearings or mutually scheduled grievance proceedings, the teacher shall suffer no loss of compensation.

ARTICLE IV

TEACHER RIGHTS

A. No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

B. Whenever any teacher is required to appear before the Superintendent or his/her designee, the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then the teacher shall be given reasonable prior written notice of the reason(s) for such meeting or interview and his/her right to have a representative of the Association present for advisement and representation during such meeting or interview. The Association shall receive a copy of this notice.

C. The Board and the Association agree that no teacher may be required under any circumstances to transport a student in a private automobile.

D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Determination of grades and other evaluations of students is primarily the responsibility of the student's

teacher. In the event any grade is subsequently changed or modified, the teacher shall be so informed at that time. Whoever makes such a change shall clearly identify himself/herself by placing his/her name next to that grade on all records of that grade. Teachers shall be required to give grades to all students in accordance with the reporting procedure in practice in the school or grade level.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, the Camden County Council of Education Associations, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building Principal.

B. The Association and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the School Business Administrator.

C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal.

D. Only the Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities provided the following procedures are followed by the Association.

Mailboxes may be used as the Association deems necessary for distribution of any materials delivered within an envelope without the approval of the building Principal or other members of the Administration. For all other materials, the

Association may use the school mailboxes in a reasonable manner with permission of the building Principal, which permission shall not be unreasonably withheld.

In the case of a system-wide or a substantial distribution of material, the Association shall deliver said materials in packages for each school to the central warehouse not later than Friday for delivery the following Monday. In the case of a minor delivery, the Association may deliver the material properly addressed and packaged by school, to their respective main office not later than Friday for delivery the following Monday.

E. Materials addressed to building representatives received in the building will be placed in their mailboxes.

F. The President or his/her designee in his/her absence and/or the Chairperson of the Grievance Committee or his/her designee in his/her absence shall have freedom to enter and leave their assigned schools and other schools at reasonable times when school is in session and they are not otherwise assigned, provided they notify their building Principal, in person, and they notify the Principal, in person, of any other school building that they wish to enter.

G. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization.

H. 1. The Board agrees to supply the Association with

names and addresses of all teachers on October 1, and with names and building assignments on February 1, of each year. The Board shall also provide the Association in August with the names and addresses of teachers to be initially employed as of September 1. This information shall be used by the Association only for organizational purposes. The Board shall bear no responsibility for the use of this information after it has been supplied to the Association.

2. The Board shall send to the Association copies of all bulletins that go out to personnel represented by the Association.

I. 1. The Association shall be allotted a maximum of thirty (30) minutes' time as part of the regular program for orientation of new teachers at the beginning of each school year.

2. The Association may appoint a member of the Committee which plans the orientation program.

J. Whenever members of the Negotiations Committee of the Association are mutually scheduled to participate during working hours in negotiations, they shall suffer no loss in pay.

K. The Board of Education shall grant a full leave of absence with pay and with all hospital and insurance benefits to the President of the Association or his/her designee during the term of office of the President. The Association shall reimburse to the Board of Education the full cost for the salary and all hospitalization and other insurance coverage afforded the President,

or his/her designee, under this provision. Upon return from this leave of absence, the Association President, or his/her designee, shall be entitled to credit for the year of leave for purposes of the salary increment program.

ARTICLE VI

TEACHER WORK YEAR

A. 1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-five (185) days. Teachers new to the district may be required to attend one (1) additional day of orientation.

2. For teachers employed on a twelve (12) month basis, the work year shall not exceed two hundred and thirteen (213) days.

B. 1. The Superintendent shall present the calendar for the next school year to the Association for its review and comments, prior to its adoption by the Board.

ARTICLE VII

SALARIES

A. The salaries for all teachers covered by this Agreement shall be as set forth in the Salary Schedules which are attached hereto and made a part hereof, except as otherwise provided below and consistent with the further provisions of this Article.

1. Definitions of Terms:

(a) Prior Service - Prior teaching service shall include all public school, public college or university successful teaching experience, based upon a full school year, not later than ten (10) days after the opening of school, for purposes of establishing total prior years of employment creditable as experience.

(b) A minimum of five (5) months of local service shall be required to gain a year's creditable service within the particular school year. Such service may be counted only toward establishing continuous local teaching creditable years.

(c) Adjustment Service - In the establishment of creditable service years for adjustment on this

schedule, years of service shall be the aggregate total of creditable years as provided under prior and local service.

(d) Position on Salary Schedule - Total of creditable years shall be equated with the corresponding step indicated on the salary schedule. The proper position for the succeeding year shall be established at the next step. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

(e) Determining creditable service -

(i) Salary upon initial employment is negotiable and may or may not reflect total years of experience.

(ii) Peace Corps, Vista and National Teacher Corps service may be granted for negotiation of initial salary.

(iii) Vocational trade experience may be granted for negotiation of initial salary and initial placement on the appropriate salary schedule.

(f) Only local continuous teaching experience shall be considered as creditable service on non-degree track while an emergency certificate is held.

2. Implementation of Schedules:

(a) All teachers shall receive their salary increment, if so entitled, and the salary schedule increase as negotiated.

(b) All teachers shall be placed on their proper step of the salary schedule reflecting their years of service for the Camden Board of Education plus total credited years of experience including prior credit.

(c) (1) Upon completion of requirements for certification, the Vocational Education teacher will move laterally in step to the Vocational Certificated Teacher Guide. If the move is made at the beginning of a school year, the Vocational Education teacher will also receive an increment on the Vocational Certificated Teacher Guide.

(2) Movement in step to the "B.A." training level on the salary scale shall be made as requirements are met.

(d) In determining the beginning salary, a teacher may be granted up to three (3) full years of prior creditable teaching experience and may be granted up to one-half (1/2) of the remaining creditable years of teaching experience.

(e) The Board of Education reserves the right to employ a teacher with public, private school, or

vocational teaching experience on any step of the salary schedule when conditions require such action.

(f) Educational Advancement:

(i) To qualify for the BA+15, BA+30, MA+15, and MA+30, a teacher must have acquired the additional educational credits at the graduate level, after the highest degree granted. These credits shall be verified by an official transcript and they shall be in the applicable teacher's field or subject discipline, subject to approval of the Assistant Superintendent of Instruction. One credit for the purpose of lateral movement shall also be granted for each mini-course so designated at the discretion of the Superintendent of Schools and completed by the teacher.

(ii) A teacher who qualifies for additional training level (BA+15 to MA+30) shall be adjusted laterally in step to the appropriate training level in September, provided that notification has been submitted to the Superintendent's office before September 30. Notice after October 1 shall be applied to the next year. Those credits that have been approved in the past and where the teacher is currently on the BA+15 to MA+30 tracks

shall be acceptable for the future to retain such teacher on his or her present track.

(iii) A teacher receiving a Doctoral degree will, as of the first day of the succeeding month, receive a contract salary of Five Hundred (\$500.00) Dollars more than his/her appropriate step on the MA+30 schedule.

(iv) Any teacher who completed the four (4) credits required for "Professional Growth (P.G.) For Educational Salary Opportunities" (a feature of the schedule in effect during the 1964-65, 1965-66 school year) shall retain recognition established on the BA+15 to MA+30, as appropriate.

(g) A normal school teacher or nurse who holds a New Jersey permanent certificate, without degree, shall proceed on the Bachelor track of the Salary Schedule.

(h) A teacher who has not had a degree conferred by a college and who does not hold a New Jersey Standard Teacher's Certificate, shall proceed on the non-degree schedule.

(i) Nurses, other than those who are Vocational Education teachers, shall proceed on the salary

schedule in accordance with their training and experience. (Non-degree nurses on the non-degree track, degree nurses on the degree track or beyond, as appropriate).

(j) Guidance counsellors with a provisional certificate in guidance shall be placed on their proper step on the salary schedule in accordance with the provisions of this Article and shall also receive an honorarium of an additional Two Hundred (\$200.00) Dollars.

B. 1. The Salary Schedule for guidance counsellors, learning disability teacher consultants, social workers and speech therapists with standard certificates in their respective field, shall be as set forth in Schedule "A" which is attached hereto and made a part hereof, consistent with the other provisions of this Article and that creditable teaching experience shall be counted in the application of the schedule.

2. The Summer stipend and Summer assignment of certain guidance counsellors shall be as described in the Sidebar Agreement, which is attached hereto and made a part hereof.

C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Payments shall be made on the fifteenth (15th) and thirtieth (30th) of each month.

1. When a payday falls on or during a school holiday, teachers shall receive their paychecks on the last previous working day.

2. Teachers shall receive their final checks on the last working day in June.

D. 1. Compensation for all extra-curricular activities shall be as set forth in Schedule "B", which is attached hereto and made a part hereof.

2. Prior to accepting a position on Schedule B, the teachers may meet with the Principal for a listing of required duties for the position.

E. Compensation for Faculty Manager of Athletics shall be as set forth in Schedule "B", which is attached hereto and made a part hereof.

F. Compensation for department head duties shall be as set forth in Schedule "C", which is attached hereto and made a part hereof.

G. Compensation for elementary teachers-in-charge, D/S team leaders, helping teachers and child study team leaders shall be as set forth in Schedule "D", which is attached hereto and made a part hereof.

H. Compensation for Summer School teachers, Evening School teachers, and Home Instruction teachers shall be as set forth in Schedule "E", which is attached hereto and made a part hereof.

I. Compensation for grade level chairpersons - Middle School shall be as set forth in Schedule "F", which is attached hereto and made a part hereof.

J. Stipends for resource room teachers, BSIP teachers (Center), PEP teachers and ESL teachers shall be as set forth

in Schedule "G", which is attached hereto and made a part hereof.

K. Rates of compensation shall be as established by this Agreement only and no other types of compensation shall be paid to teachers unless otherwise negotiated by the parties to this Agreement.

L. During the 1985-1986 school year, teachers retiring from the Camden Schools shall be paid Thirty (\$30.00) Dollars for each unused sick leave day accumulated at the time of retirement. During the 1986-1987 school year, upon retirement from the Camden Schools, teachers shall be paid Forty (\$40.00) Dollars for each unused sick leave day accumulated at the time of retirement. If a teacher dies, his/her estate shall receive the value of the accumulated sick days.

ARTICLE VIII

TEACHER ASSIGNMENT

A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th, subject to emergent conditions beyond the control of the Central Office. A list of those notified shall be sent simultaneously to the Association.

B. In the event there is to be a change in a Teacher's grade or subject area assignment and/or building assignment, the teacher shall be given written notice of his/her tentative assignment, if known, prior to the close of the school year. Central Office Administration is responsible for providing notice to a teacher of a change in building assignment, while building Principals shall be responsible for notifying a teacher of a change in grade and/or subject area assignment. This tentative assignment shall become effective for the next successive school year, unless altered, modified or changed, in which case the teacher shall be given written notice of his/her new assignment not later than August 15th. The Administration may alter, modify or change such assignment in the event of unusual circumstances or emergencies.

C. In the event that changes in such schedule, class and/or subject assignments, or building assignments are proposed

after August 15th, the Association and any teacher affected shall be notified promptly in writing and upon request of the teacher or the Association, changes shall be promptly reviewed by the Superintendent, or his/her representative and the teacher affected.

D. 1. Every reasonable effort shall be made by the Board to insure that teachers who are assigned to more than one school shall not be required to engage in an unreasonable amount of inter-school travel consistent with performing a schedule of assignment established in the best interests of the school system.

2. Teachers who are required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one (1) school per day (for the mileage only between such schools) shall be compensated at the rate determined by the Internal Revenue Service for personal automobile usage for employment purposes. In-District travel within a thirty-six (36) mile radius shall be compensated up to an annual maximum of Four Hundred (\$400.00) Dollars.

E. In the event a teacher is required to use his/her unassigned time for the purpose of substitution on more than three occasions during the school year, such teacher shall be reimbursed Nine (\$9.00) Dollars per period of utilization of such unassigned periods during that school year.

F. Teachers shall not be required to perform duties beyond the regular school day as defined in the collective negotiations agreement, and/or listed in the attached schedules, unless such duties receive Board approval. If such approval occurs, the Board shall commence negotiations with regard to salary stipends with the Association within thirty (30) days after such approval.

G. When an elementary class is divided among other elementary teachers, such division shall be on a rotating basis with other primary teachers accepting primary students and intermediate teachers accepting intermediate students. "Intermediate" is defined to mean grades 4 and 5. "Primary" is defined to mean grades 1 through 3.

ARTICLE IX

TRANSFERS AND REASSIGNMENTS

A. No later than June 1st the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

B. Whether or not such position is posted, teachers who desire a change in grade and/or subject assignment and/or position or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and/or position to which the teacher desires to be assigned and may include the school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers and reassignment for the following year shall be submitted not later than the last school day in June. After submitting a written request for a transfer or reassignment, a teacher may verify that said request is on file by contacting the Assistant Superintendent for Curriculum and Instruction or his/her designee. Such request may be renewed in writing each year if not granted.

C. Notice of an involuntary transfer or reassignment from position shall be given teachers as soon as practicable.

D. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned from a position. Such teachers may request positions, in order of preference, to which they desire to be transferred.

E. A teacher being involuntarily transferred or reassigned shall not suffer a reduction in rank or in total compensation.

F. Except in cases of emergency, an involuntarily transferred teacher, at the teacher's request, shall have the right to a conference with his/her building Principal and the Superintendent or his/her designee prior to the effectuation of the transfer.

ARTICLE X

PROMOTIONS

A. A notice of a vacancy in a promotional position shall be sent to each school and a copy of record shall be sent to the Association thirty (30) days before the final date when applications must be submitted.

B. Teachers who desire to apply for such vacancy shall submit their applications in writing to the Superintendent within the time limit specified within the notice. After submitting an application for promotion, a teacher may verify that his/her application is on file by contacting the Supervisor of Personnel or his/her designee. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

C. Teachers who desire to apply for a promotional position which may be filled during the Summer period when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the Summer.

ARTICLE XI

TEACHER EVALUATION

A. In an attempt to provide a basis for teacher improvement and to measure teacher effectiveness, all teachers shall be subject to periodic observation and evaluation of their work. For each tenured teacher this shall occur not less than two (2) times each school year. For each non-tenured teacher this shall occur not less than four (4) times each school year.

B. In all cases, summary comments in narrative form shall be included in the completion of the Observation Report form. In cases where need for improvement has been indicated, improvement areas shall be specified and recommendations for improvement shall be included on the completed form.

C. Teachers shall be informed when any evaluative observation of which a record will be made is being conducted.

D. Teachers shall have the right, upon request, to a confidential conference with the evaluator within a reasonable time after the completion of the evaluation.

E. Teachers shall receive a copy of all evaluation reports.

F. Teachers shall have the right, upon request, to review the contents of their personnel file two (2) times per

year. Confidential recommendations which were submitted upon the teacher's employment in the school system would not be subject to this review.

G. If there is any material in the personnel file which the teacher believes to be derogatory, the teacher may submit a written answer to such material which shall be attached to the file copy.

ARTICLE XII

SICK LEAVE

A. Effective July 1, 1983, all teachers shall be entitled to thirteen (13) accumulative sick leave days as of the first official day of the school year, whether or not they report for duty on that day, subject to the Administrative Manual Rules and Regulations, pages 11 through 12, Section C, dated February 9, 1970. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Teachers shall be given each year, by January 31st, a written accounting of accumulated sick leave days as of September 1st of that school year.

C. Unused sick leave days accumulated during the regular school year may be used during Summer employment assignments.

D. Teachers who do not use any sick leave days in a school year shall receive a One Hundred (\$100.00) Dollars United States Savings Bond.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. All teachers shall be entitled to two (2) personal leave days without refund, within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the Superintendent and shall have been submitted at least five (5) school days prior to the date requested, except in extreme emergency. A copy of such request shall be filed with the immediate superior (supervisor or Principal) at the same time it is forwarded to the Superintendent. Except in extreme emergency, personal leave shall not be granted prior to September 15th or after June 1st, or immediately prior to or after any scheduled vacation period or school holiday. Any personal leave days not utilized by the teacher during the school year shall, at the end of the school year, be accumulated and added to the individual teacher's sick leave accumulation.

B. In case of absence on account of death of a husband or wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday and Sunday. This provision will also apply in the case of death of a resident member of the

immediate household of the teacher.

C. In case of absence on account of death of father-in-law or mother-in-law, full salary shall be paid for a period of up to three (3) consecutive weekdays, except Saturday and Sunday.

D. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs, when such funeral services occur from Monday through Friday.

E. Teachers may be allowed to attend the funeral of a co-worker or student without loss of pay upon receiving such permission from the Superintendent.

F. Teachers receiving a college degree, or whose son, daughter, husband or wife is receiving a college degree, may be allowed one day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the Superintendent one month in advance.

G. All military service absence by teachers of not more than ten (10) working days annually for temporary, short-term military service shall be treated as "Absence with Permission" requiring no refund, and shall not be counted as part of vacation days. Absence in excess of ten (10) working days shall require full refund.

H. For absence with permission to be married, all teachers shall be granted leave of absence not to exceed one (1)

calendar week. Payroll deductions for this absence shall be in accordance with Administrative Manual regulations and with rates set for absences.

I. All request for permission to be absent for reasons other than illness must be made in writing to the Superintendent and submitted for Board review and approval.

J. Up to ten (10) days of leave per year without loss of pay shall be available to the Association for use by persons designated by the Association.

K. Teachers who are required to serve jury duty shall receive their full salary for the day(s) served and remit to the Board the amount of their jury pay.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) year may be granted to any tenured teacher who joins the Peace Corps, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited public college or university.

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. This shall not apply beyond one tour of duty of enlistment.

D. Any teacher who becomes pregnant shall be entitled to use sick leave pursuant to Article XII of the Agreement for pregnancy-related illness or disability and/or to take unpaid maternity leave subject to the procedures set forth below.

General Procedures:

1. Any teacher who becomes pregnant shall notify the Principal and the Superintendent in writing within three (3) months of the pregnancy.

2. After the fifth month of pregnancy, the teacher shall furnish the Principal and Superintendent with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. If a Principal finds that a teacher's pregnancy interferes with the performance of her duties, he/she shall document such in writing and shall request a medical report from her obstetrician or gynecologist. The matter shall then be referred to the Board, along with all documentation, for their review and determination of the teacher's ability to continue to teach.

4. After childbirth, the teacher may return to work within six (6) weeks, unless the teacher submits a written report and/or documentation from her obstetrician or gynecologist stating that she is not medically fit to perform all the duties of her position. A teacher shall submit proof of the date of birth of the child.

5. If a Principal finds that a teacher's condition after pregnancy interferes with the performance of her duties,

he/she shall document such in writing and shall request a medical report from the teacher's obstetrician or gynecologist. The matter shall then be referred to the Board, with all documentation, for their review and determination of the teacher's ability to continue to teach.

Sick Leave:

1. A teacher is entitled to use sick leave for pregnancy-related illness or disability upon submission of satisfactory proof and/or documentation of such illness or disability. This proof and/or documentation shall be subject to the approval of the Superintendent or his/her designee.

2. A teacher who is absent for more than five (5) days must file a medical certificate stating the nature of the illness pursuant to the provisions of Article XII of the Agreement.

3. No teacher on maternity leave or on any other type of unpaid extended leave is entitled to the use of sick leave.

Maternity Leave:

1. Maternity leave shall be granted to any teacher who becomes pregnant should such teacher fail to provide the medical certificate required pursuant to Section D.2. above, or who is determined to be unable to perform her duties by reason of her pregnancy, in accordance with Section D.3. above.

2. Maternity leave may be granted at any time during pregnancy upon presentation of a certificate from an obstetrician or gynecologist stating that such maternity leave is vital to the teacher's health.

3. A teacher shall be permitted to return from maternity leave upon satisfying the certification requirements set forth in Section D.4. above, provided that no determination of unfitness is made in accordance with Section D.5. above.

4. A teacher who exhausts her sick leave for pregnancy-related illness or disability may, at that time, be granted a maternity leave.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board may grant a leave of absence without pay to any teacher to serve in a public office.

G. Other leaves of absence without pay may be granted by the Board for good reason.

H. 1. Upon return from leave granted pursuant to Sections A, B or C of this Article, a tenured teacher shall be considered as if actively employed by the Board during the leave provided, however, that time spent on said leaves

shall not count or accrue toward the fulfillment of the time requirements for acquiring increment credit. Nor shall a teacher receive increment or experience credit for time spent on an unpaid leave granted pursuant to Sections D, E, F or G of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the Superintendent and the Board of Education. This provision shall be applied consistent with applicable statute and/or regulation.

2. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and every effort shall be made to assign the teacher to the same position which was held at the time said leave commenced, if available.

I. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the teacher shall be notified in writing.

J. Teachers granted an extended leave of absence shall be notified by a written letter from the Board of their rights to insurance benefits while on said leave.

ARTICLE XV

PROTECTION OF TEACHERS

A. The Superintendent of Schools shall appoint a committee to study incidents of assault and accident involving teachers which may be connected with their employment and shall file a report with the Board of Education through the Superintendent on each such incident. Membership of this committee shall be selected from names recommended to the Superintendent by the Association, such recommendations to be submitted by July 1st each year.

B. Teachers shall immediately report cases of assault or accident by them in connection with their employment to their Principal or other immediate supervisor. Such notification shall also be immediately forwarded to the Superintendent. The Association may consult with the Superintendent, who shall comply with any reasonable request from the Association for information in the possession of the Superintendent relating to the incident or person involved, subject to review by the Board Solicitor.

C. A joint committee of members appointed by the Superintendent and members appointed by the Association shall review emergent and non-emergent health and safety conditions.

D. The Board of Education agrees to prosecute to the fullest extent permitted by law any person or group of persons involved in an assault against a teacher or vandalism or theft of his/her property while such teacher is in the performance of his/her assigned teaching or duties.

E. Each school year, the Board of Education shall schedule, during regular working hours, an in-service program in each building to deal with security and safety. Such in-service shall deal with specific responsibilities of both the Administration, building and central, and teachers in working toward a healthful and safe work place.

ARTICLE XVI

INSURANCE PROTECTION

A. For the duration of this Agreement, the Board will continue to assume the cost of one hundred (100%) percent of individual teacher and dependent coverage, where appropriate, in the New Jersey School and State Employees Health Benefits Program (Blue Cross-Blue Shield, Rider J and Major Medical Coverage).

B. For the duration of this Agreement, the Board of Education will continue to assume one hundred (100%) percent of the individual teacher and dependent coverage, where appropriate, for the prescription drug insurance program.

C. Effective July 1, 1985, the Board of Education shall continue to provide to individual employees such dental coverage that was in effect immediately preceding July 1, 1985, at a cost not to exceed One Hundred Twenty-five (\$125.00) Dollars per annum. There shall be no cost to the employee. The carrier for the dental program will be selected by the Board of Education in its discretion after consultation with the Association.

D. Any and all premium increases levied by the carriers during the life of the Agreement, for the insurances provided for in Sections A and B shall be borne by the Board. Premiums for the insurances described in this Article, Sections A, B and C

which are in effect on the last day of the term of this Agreement shall constitute the Board's future premium liability, unless and/or until an increase thereon is negotiated during the course of the contract negotiations for a successor to the 1985-1987 Agreement.

ARTICLE XVII

CURRICULUM STEERING COMMITTEE

A. The Curriculum Steering Committee shall include twelve (12) teachers selected for membership to the Committee by the Association. The Chairperson of this Committee shall be the Assistant Superintendent for Curriculum and Instruction.

B. The function of the Committee shall be to assist in the development of curriculum and the improvement of instruction in the Camden Schools. To perform this function the Committee shall:

1. Prepare recommendations to the Superintendent and Administrative Council for developing policies pertaining to curriculum development and the improvement of instruction.

2. Continually study the curriculum and make recommendations for its further development.

3. Prepare recommendations for the further improvement of the instructional program.

4. Recommend policies governing the examination and evaluation of the total educational program from kindergarten through adult education.

5. Prepare recommendations on professional growth and in-service education that will assist in the development of greater professional competency among the entire staff.

ARTICLE XVIII

CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each teacher by October 15, 1972. Additions or modifications will be presented to each teacher by September 15, 1973.

B. Discipline procedure outlined in the Board-Administrative Manual as of the signing of this contract shall be attached to this Agreement for informational purposes. This statement will not be considered as part of the Agreement and shall not be subject to the grievance procedure.

ARTICLE XIX

BOARD RIGHTS

A. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XX

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement.

ARTICLE XXI

EVENING SCHOOL - SUMMER SCHOOL - HOME
TEACHING-FEDERAL PROGRAM

A. 1. All openings for positions in the accredited Evening High School, Summer School, Federal Projects and Home Teaching Programs shall be publicized by the Superintendent in accordance with the following procedure.

a. Evening School - Notice of positions available in the accredited Evening School including duties, hours and rates of pay shall be posted in all buildings as soon as possible after the position availability becomes known and at least fifteen (15) days before appointments to positions are made.

b. Summer School - Notice of positions available for Summer School including duties, requirements, hours and rates of pay shall be posted in all buildings as soon as possible after the position availability becomes known and at least thirty (30) days before appointments to positions are made.

c. Home Instruction - At the beginning of each school year notice shall be posted for positions as home instructors. Notices shall include certification and other requirements, hours and rates of pay. Applications shall be submitted to the Central Office at least fifteen (15) days from the posting of such notices. The Administration

may post similar notices periodically throughout the year if there is a need to do so.

d. Federal Programs - Notice for positions available in federally funded programs shall be posted within a reasonable time of notification to the Board that such programs are to be funded. Such notices shall be posted in each school for such time as may be reasonably consistent with the time of the notice of funding and the time when the program must begin. Such notices shall include a description of the position, requirements, hours and rates of pay.

2. Copies of the notices listed above shall be forwarded to the Association.

B. In filling teaching positions in the above programs, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Camden School District, subject area and/or grade level taught during the regular school year and/or during the previous four school years. Teachers employed in the Camden School District shall have priority for such assignments before appointment of applicants from outside the district.

C. Evening school teachers who are not members of the unit represented by the Association and taught evening school during the 1969-1970 school year or since shall not be precluded from continuing to be selected for these positions.

|

ARTICLE XXII

CLASS SIZE

A. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective instructional program. Therefore, it is agreed that every effort shall be made to keep class sizes at an acceptable number as dictated by available building facilities, numbers of adequate teaching stations, and the number of pupil stations available in the room, for the best interest of the school district.

B. (1) On or before October 15 each year, the Superintendent will supply the Association with an accurate up-to-date report of the number of pupils in every class in the system.

(2) Within two weeks of the presentation of this report to the Association, the Superintendent shall meet with representatives of the Association and attempt to make appropriate adjustments as recommended by the Association.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct the dues of the Association in accordance with the provisions of Statute and the appropriate rules and regulations, upon proper notification by the Association to the Secretary of the Board.

B. The Association agrees to save the Board harmless from any action by the Association regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Association.

C. The Board agrees to deduct appropriate amounts authorized by teachers who wish to participate in the Deferred Annuity Program.

D. 1. The Association will submit to the Board, prior to November 1, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the amount of the representation fee which shall be an amount equal to 85% of those dues certified by the Association, and promptly transmit the amount so deducted to the Association.

2. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount

of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to such employee during the membership year in question.

3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. On or about the last day of each month, after November 1, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXIV

BOOKS AND INSTRUCTIONAL MATERIALS

A. Instructional materials used in the Camden School District shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups and women.

B. Each Bilingual, Special Education department, group of Bilingual, Special Education teachers, or individual Bilingual, Special Education teacher shall have the right to submit orders for needed books or supplies as other groups of teachers are so permitted.

ARTICLE XXV

SUPERVISION OF STUDENT TEACHERS

A. Supervision by a teacher of a student teacher shall be voluntary.

B. The teacher shall receive the request to take a student teacher within a reasonable time before the assignment and every attempt shall be made for the request to be made four (4) weeks prior to the student's introduction to the classroom.

ARTICLE XXVI

ASSOCIATION - ADMINISTRATION LIAISON

A. Building Principals shall meet regularly with a single committee of representatives selected from those bargaining units entitled to maintain a liaison with the Administration. The Committee may meet with a Principal within one (1) week of a written request for such meeting. This request shall set out the matters to be discussed. There shall be no more than one (1) meeting per month unless otherwise agreed.

B. The Superintendent shall meet regularly with a single committee of representatives selected from those bargaining units entitled to maintain a liaison with the Administration. The Committee may meet with the Superintendent within one (1) week of a written request for such meeting. This request shall set out the matters to be discussed. There shall be not more than one (1) meeting per month unless otherwise agreed.

C. This unit may have one (1) representative on each of the liaison committees provided for in paragraphs A and B above. Each of these liaison committees shall be limited to a maximum CEA membership of four (4) representatives, consisting of one (1) representative from each of the following units: a) Teachers; b) Secretaries and Clerks; c) Instructional Assistants, and; d) Attendance Officers and School Police Officers.

ARTICLE XXVII

REDUCTION IN FORCE

A. If a reduction in force is being considered, the Board shall notify and consult with the Association as soon as practicable, but not less than sixty (60) days before the layoff is to take place.

B. Any reduction in force shall be carried out according to the following standards:

1. No tenured teachers will be laid off before non-tenured teachers.
2. Length of service in the district shall dictate the order of layoff for elementary teachers.
3. Length of service in a department city-wide shall dictate the order of layoff for secondary teachers. A teacher with less service in a present department but more service in a previous department may revert to the previous department.
4. In the case of teachers with identical seniority the level of certification shall be the standard. Those with less than standard certification shall be considered for layoff before anyone with standard certification.
5. In the case of identical certification, the accumulation of credits toward standard certification shall be the standard.

6. In the case of all the above factors being equal, teachers will be considered on the basis of their evaluation ratings with the least satisfactory to be released from service first.

C. 1. Teachers on layoff shall be considered as awaiting recall.

2. Teachers on layoff shall be recalled in reverse order of layoff when vacancies occur.

3. While teachers are on layoff there will be no new hires for unit positions unless:

(a) No teacher on layoff is certified to fill the vacant position.

(b) All certificated teachers on layoff decline the offer to fill the vacancy.

(c) No teacher on layoff requests the vacant position within thirty (30) days from the time of the notice of its availability.

4. All teachers on layoff and the Association shall receive written notice of the deadline time for them to exercise recall rights at least sixty (60) days before such deadline.

5. Teachers on layoff shall retain recall rights for at least three years.

D. A list establishing the order of recall according to the above standards shall be drawn by agreement between the Board and the Association.

ARTICLE XXVIII

TEACHING HOURS AND LOAD

A. The maximum daily assigned time for all teachers shall not exceed seven (7) hours and five (5) minutes per day which will include a duty-free lunch period.

B. Teachers may leave their building without obligation during their duty-free lunch period. Teachers may leave the building during their preparation periods provided they notify the main office of their leaving and returning.

C. Teachers may be required to attend up to five (5) staff meetings per month after students are dismissed. Teacher attendance may not be required for more than forty-five (45) minutes after student dismissal.

D. 1. Elementary grade teachers shall not be scheduled for more than five hours and 35 minutes of classroom teaching per day.

2. Elementary grade teachers shall not be required to teach continuously for more than 3 hours and 5 minutes except on one-session days when the maximum will be 4 hours or except in the case of an extreme emergency.

3. Elementary teachers may leave the room when the demonstration teacher is teaching the class for the second half of such period.

4. Elementary teachers shall have daily planning time of 35 consecutive minutes. Appropriate group and individual planning activities shall be conducted during this time.

5. Elementary teachers shall have a daily duty-free lunch period of not less than 55 minutes except on one-session days when there is no lunch period.

6. In order to afford elementary teachers additional preparation time to perform increasing reporting and record-keeping duties as required by the New Jersey State Department of Education and other agencies, elementary students shall be dismissed a half-hour early one day a month. This preparation time shall be in addition to preparation time previously provided. The early dismissal of elementary students shall not occur on Fridays and shall be in addition to early dismissals awarded to elementary students. The provisions of this paragraph shall not apply to special education teachers, pre-school teachers, kindergarten teachers and teachers of the handicapped, effective with the 1984-1985 school year.

E. 1. The maximum weekly teaching load in the middle schools shall be 25 periods per week except where scheduling conditions do not permit and in the subjects of health, physical education, industrial education and home economics, the maximum weekly teaching load shall be 30 periods. In any case, the maximum number of assigned periods will be 30 per week (i.e.

26 teaching and 4 duty; 27 teaching and 3 duty, etc.)

2. A homeroom may be assigned to all middle school teachers including department chairmen. However, teachers with more than 25 teaching periods per week will be considered last in the assignment of homeroom.

3. A maximum weekly teaching load in the high schools shall be 25 periods per week except where scheduling conditions do not permit and in the subjects of health, physical education, industrial education and home economics, art, and music, the maximum teaching load shall be 30 periods. In any case, the maximum number of assigned periods will be 30 per week (i.e. 26 teaching and 4 duty; 27 teaching and 3 duty, etc.)

4. High school teachers with more than 25 teaching periods per week will be considered last in the assignment of homeroom.

F. 1. The assigned hours for special education teachers shall be one half hour less than for other teachers. Accompanying students to their buses shall be considered a normal part of the duties of special education teachers.

2. Special Education teachers will supervise the first one-half (1/2) hour of the scheduled one (1) hour lunch period. Aides, who will be present the entire one (1) hour, will be responsible for sole supervision for the last one-half (1/2) hour of the lunch period.

G. 1. The Board will appoint and compensate at the rates established in Schedule D a department head in the middle school in each department in which there are 3 teachers assigned.

2. A teacher shall be considered a member of any department in which he/she is teaching. However, in determining the establishment of a department head position the number of periods of the department discipline or subjects taught shall determine the equivalent number of teachers in the department. Each 5 periods or major fraction of that subject taught shall be considered the equivalent of one teacher for this purpose in those situations where department subject assignments are split among a number of teachers.

3. If a particular department does not actually have three teachers or the equivalent number of subject periods taught to count as three teachers the principal may merge the department with a related subject area to establish a position of department head.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association, to the Board at Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.

2. If by the Board, to the Association at 2656 Baird Boulevard, Camden, New Jersey 08105, Attention: CEA President.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.

D. The Board agrees that before it would enter into an agreement which will result in instruction of pupils being provided by persons other than those properly certificated and directly employed by the Board, and provided further that said agreement would also result in changes in established written work rules covering members of this bargaining unit, then the Board would negotiate with the Association the resultant changes in established written work rules covering members of the Association's bargaining unit.

E. If federal funding for the present lunch program aides is eliminated, either party may require the reopening of negotiations for any necessary changes in this area. If the parties fail to reach agreement on this matter, the matter shall be submitted to binding arbitration in accordance with the grievance procedures set forth in this Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

A. 1. The provisions of the Agreement shall be effective July 1, 1985 except as herein provided and shall remain in full force and effect to and including June 30, 1987, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

CAMDEN BOARD OF EDUCATION

CAMDEN EDUCATION ASSOCIATION

By: Allen R. Wright
2/10/86 President

By: Sara L. Davis
President

Date:

Date: Feb. 10, 1986

Attest:

Preston H. Lunnery
Secretary

Richard A. Pento
Secretary

Date: 2/10/86

Date: 2/10/86

SIDEBAR AGREEMENT

A. Bilingual Teachers

1. Effective 1983-1984, Bilingual Teachers who possess a regular Bilingual Certificate shall receive an annual stipend of Three Hundred (\$300.00) Dollars.

2. Only teachers who possess a bi-lingual certification shall be entitled to receive the \$300.00 additional compensation for serving as a bi-lingual teacher.

B. Special Education Teachers

1. Special Education Teachers who received, under the 1981-1983 Agreement, an annual stipend of \$300.00, shall continue to receive said annual stipend during the terms of this Agreement. Only those Special Education Teachers receiving this stipend as of June 30, 1983 shall continue to receive same during the term of this Agreement.

2. Any person hired, transferred, reassigned, promoted and so forth to the position of special education teacher July 1, 1983 or thereafter shall not be entitled to receive additional compensation for exercising the duties of a special education teacher.

C. The Camden Board of Education's obligations, under the terms of this Agreement, to pay the additional compensation as set forth herein, is subject to the availability of federal monies for the 1983-1984 and the 1984-1985 academic years.

SCHEDULE A

1985-1986

<u>STEP</u>	<u>ND</u>	<u>V/C</u>	<u>BA</u>	<u>BA+15</u> <u>(200)</u>	<u>BA+30</u> <u>(215)</u>	<u>MA</u> <u>(350)</u>	<u>MA+15</u> <u>(160)</u>	<u>MA+30</u> <u>(300)</u>	<u>DR</u> <u>(500)</u>
1-5	17,240	17,460	18,500	18,700	18,915	19,265	19,425	19,725	20,225
6-8	17,440	17,660	18,700	18,900	19,115	19,465	19,625	19,925	20,425
9	18,284	18,504	19,544	19,744	19,959	20,309	20,469	20,769	21,269
10	18,976	19,196	20,236	20,436	20,651	21,001	21,161	21,461	21,961
11	19,688	19,908	20,948	21,148	21,363	21,713	21,873	22,173	22,673
12	20,316	20,536	21,576	21,776	21,991	22,341	22,501	22,801	23,301
13	21,165	21,385	22,425	22,625	22,840	23,190	23,350	23,650	24,150
14	21,931	22,151	23,191	23,391	23,606	23,956	24,116	24,416	24,916
15	22,697	22,917	23,957	24,157	24,372	24,722	24,882	25,182	25,682
16	23,463	23,683	24,723	24,923	25,138	25,488	25,648	25,948	26,448
17	24,541	24,761	25,801	26,001	26,216	26,566	26,726	27,026	27,526
18	25,548	25,768	26,808	27,008	27,223	27,573	27,733	28,033	28,533
19	26,494	26,714	27,754	27,954	28,169	28,519	28,679	28,979	29,479
19+	27,671	27,891	28,931	29,131	29,346	29,696	29,856	30,156	30,656

SCHEDULE A

1986-1987

<u>STEP</u>	<u>ND</u>	<u>V/C</u>	<u>BA</u>	<u>BA+15</u> <u>(200)</u>	<u>BA+30</u> <u>(215)</u>	<u>MA</u> <u>(350)</u>	<u>MA+15</u> <u>(160)</u>	<u>MA+30</u> <u>(300)</u>	<u>DR</u> <u>(500)</u>
1	17,240	17,460	18,500	18,700	18,915	19,265	19,425	19,725	20,225
2-6	18,165	18,385	19,425	19,625	19,840	20,190	20,350	20,650	21,150
7-9	18,365	18,585	19,625	19,825	20,040	20,390	20,550	20,850	21,350
10	19,765	19,985	21,025	21,225	21,440	21,790	21,950	22,250	22,750
11	20,484	20,704	21,744	21,944	22,159	22,509	22,669	22,969	23,469
12	21,214	21,434	22,474	22,674	22,889	23,239	23,399	23,699	24,199
13	21,859	22,079	23,119	23,319	23,534	23,884	24,044	24,344	24,844
14	23,029	23,249	24,289	24,489	24,704	25,054	25,214	25,514	26,014
15	23,812	24,032	25,072	25,272	25,487	25,837	25,997	26,297	26,797
16	24,678	24,898	25,938	26,138	26,353	26,703	26,863	27,163	27,663
17	25,644	25,864	26,904	27,104	27,319	27,669	27,829	28,129	28,629
18	27,034	27,254	28,294	28,494	28,709	29,059	29,219	29,519	30,019
19	28,270	28,490	29,530	29,730	29,945	30,295	30,455	30,755	31,255
20	29,030	29,250	30,290	30,490	30,705	31,055	31,215	31,515	32,015
20+	30,163	30,383	31,423	31,623	31,838	32,188	32,348	32,648	33,148

D. Guidance Counselors, Social Workers, LDTC,
Speech Therapists

1. In the event there is sufficient work, all guidance counselors shall be given the opportunity to work an eleventh (11th) month. The offer of employment by the Board shall be made not later than March 30. Schedule is to be determined by the Director of Special Services.

2. One (1) guidance counselor shall be assigned to work at each middle school for one month in the summer. This month shall be the month that the principal is on vacation.

3. Volunteers shall work the above assignments, but if no one volunteers in each school, a guidance counselor at that school shall be assigned by the Board and the administration. When such assignments are necessary, they shall be made on a rotating basis.

4. In the event there is sufficient work, all LDTC, Social Workers, and Speech Therapists shall be given the opportunity to work an eleventh (11th) month. The offer of employment by the Board for the eleventh (11th) month shall be made not later than March 30. Schedule is to be determined by the Director of Special Services.

5. The summer hours shall be six (6) hours per day (not including lunch) Monday through Friday, except on holidays when the school offices are closed.

6. The stipend shall be \$1,714.00 for the month which will be applicable from July 1, 1985 to June 30, 1986. For the year July 1, 1986 to June 30, 1987, this stipend shall be \$1,848.00.

7. Effective July 1, 1983, LDTC, Social Workers, and Speech Therapists shall be able to utilize sick leave during their summer employment pursuant to Article XII.

8. The Board will call for volunteers from the LDTCs, Social Workers, ^{and Guidance Counselors,} and Speech Therapists, as needed, to work from 3:30 p.m. to 4:00 p.m., on an annual basis. Those persons who volunteer to work, on an annual basis, shall receive an annual stipend of \$800.00.

SCHEDULE "B"
EXTRA-CURRICULAR COMPENSATION
1985-1986

	MIN	2	3	4	5	6
<u>ATHLETIC</u>						
Athletic Director	1,757	2,010	2,275	2,625	—	—
<u>Baseball/Softball</u>						
Head	1,153	1,245	1,358	1,466	1,574	1,816
First Asst.	776	809	852	932	1,035	1,175
Fresh. Asst.	539	571	609	641	685	830
<u>Basketball</u>						
Head	1,757	1,903	2,054	2,172	2,372	2,625
First Asst.	1,100	1,153	1,224	1,369	1,434	1,558
Fresh. Asst.	884	932	981	1,029	1,078	1,213
<u>Cross Country</u>	539	571	609	641	685	830
<u>Football</u>						
Head	1,757	1,903	2,054	2,172	2,372	2,625
First Asst.	1,100	1,148	1,224	1,369	1,434	1,558
Assistant	1,067	1,127	1,170	1,229	1,380	1,493
Fresh. Asst.	1,067	1,127	1,170	1,229	1,380	1,493
<u>Indoor Track</u>	501	534	571	604	647	792
<u>Soccer</u>	776	809	852	932	1,035	1,175
<u>Tennis - Head</u>	539	566	609	641	685	830
<u>Track</u>						
Head	1,153	1,245	1,358	1,466	1,574	1,816
First Asst.	776	814	852	932	1,035	1,175
<u>Wrestling</u>						
Head	1,153	1,245	1,358	1,466	1,574	1,816
First Asst.	776	814	852	932	1,035	1,175

	MIN	2	3	4	5	6
<u>Intramurals - Boys</u>	1,682	1,682	1,682	1,682	1,682	1,763
<u>Intramurals - Girls</u>	1,682	1,682	1,682	1,682	1,682	1,763
<u>MIDDLE SCHOOLS</u>						
Intramurals - Boys	1,682	1,682	1,682	1,682	1,682	1,763
Intramurals - Girls	1,682	1,682	1,682	1,682	1,682	1,763
<u>NON-ATHLETIC</u>						
Sr. Class Advisor	367 - Total					
Jr. Class Advisor	270 - Total					
Soph. Class Advisor	270 - Total					
Fresh. Class Advisor	194 - Total					
Band	728	771	819	841	889	959
Cheerleaders	464	528	588	674	744	835
Choir	302	318	334	350	361	393
Debate	404	431	474	507	550	604
Drama	588	614	722	798	866	954
Driver Training	10.78/hr.					
Glee Club	302	318	334	350	361	393
Magazine	404	437	480	507	550	604
Majorettes and Color Guards	232	270	302	340	383	420
Newspaper	517	561	598	620	668	728
Orchestra	399	431	469	501	544	598
Public Speaking	232	270	302	345	383	415
Stage Crew	243	243	243	243	243	253
Student Council	517	561	598	625	668	749
Yearbook (Business)	480	517	544	588	614	663
Yearbook (Editorial)	480	517	544	588	614	663

	MIN	2	3	4	5	6
<u>MIDDLE SCHOOLS</u>						
Band	340	382	410	447	485	528
Chorus	183	199	210	232	248	264
Glee Club	183	199	210	232	248	264
Newspaper	259	259	296	296	313	350
Student Government	259	259	296	296	313	350
<u>ELEMENTARY SCHOOL</u>						
Safety Patrol	183	183	183	183	183	189

SCHEDULE "B"
EXTRA-CURRICULAR COMPENSATION
1986-1987

	MIN	2	3	4	5	6
<u>ATHLETIC</u>						
Athletic Director	1,894	2,167	2,452	2,830	—	—
<u>Baseball/Softball</u>						
Head	1,243	1,342	1,464	1,580	1,697	1,958
First Asst.	837	872	918	1,005	1,116	1,267
Fresh Asst.	581	616	657	691	738	895
<u>Basketball</u>						
Head	1,894	2,051	2,214	2,341	2,557	2,830
First Asst.	1,186	1,243	1,319	1,476	1,546	1,680
Fresh. Asst.	953	1,005	1,058	1,109	1,162	1,308
<u>Cross Country</u>	581	616	657	691	738	895
<u>Football</u>						
Head	1,894	2,051	2,214	2,341	2,557	2,830
First Asst.	1,186	1,238	1,319	1,476	1,546	1,680
Assistant	1,150	1,215	1,261	1,325	1,488	1,609
Fresh. Asst.	1,150	1,215	1,261	1,325	1,488	1,609
<u>Indoor Track</u>	540	576	616	651	697	854
<u>Soccer</u>	837	872	918	1,005	1,116	1,267
<u>Tennis - Head</u>	581	610	657	691	738	895
<u>Track</u>						
Head	1,243	1,342	1,464	1,580	1,697	1,958
First Asst.	837	877	918	1,005	1,116	1,267
<u>Wrestling</u>						
Head	1,243	1,342	1,464	1,580	1,697	1,958
First Asst.	837	877	918	1,005	1,116	1,267

	MIN	2	3	4	5	6
<u>Intramurals - Boys</u>	1,813	1,813	1,813	1,813	1,813	1,901
<u>Intramurals - Girls</u>	1,813	1,813	1,813	1,813	1,813	1,901
<u>MIDDLE SCHOOLS</u>						
Intramurals - Boys	1,813	1,813	1,813	1,813	1,813	1,901
Intramurals - Girls	1,813	1,813	1,813	1,813	1,813	1,901
<u>NON-ATHLETIC</u>						
Sr. Class Advisor	396 - Total					
Jr. Class Advisor	291 - Total					
Soph. Class Advisor	291 - Total					
Fresh. Class Advisor	209 - Total					
Band	785	831	883	907	958	1,034
Cheerleaders	500	569	634	727	802	900
Choir	326	343	360	377	389	425
Debate	436	465	511	547	593	651
Drama	634	662	778	860	934	1,028
Driver Training	11.62/hr.					
Glee Club	326	343	360	377	389	424
Magazine	436	471	517	547	593	651
Majorettes and Color Guards	250	291	326	367	413	453
Newspaper	557	605	645	668	720	785
Orchestra	430	465	506	540	586	645
Public Speaking	250	291	326	372	413	447
Stage Crew	262	262	262	262	262	273
Student Council	557	605	645	674	720	807
Yearbook (Business)	517	557	586	634	662	715

	MIN	2	3	4	5	6
Yearbook Editorial)	517	557	586	634	662	715
<u>MIDDLE SCHOOLS</u>						
Band	367	412	442	482	523	569
Chorus	197	215	226	250	267	285
Glee Club	197	215	226	250	267	285
Newspaper	279	279	319	319	337	377
Student Government	279	279	319	319	337	377
<u>ELEMENTARY SCHOOL</u>						
Safety Patrol	197	197	197	197	197	204

SCHEDULE "C"

DEPARTMENT HEADS - MIDDLE AND HIGH SCHOOLS

	<u>1985-1986</u>	<u>1986-1987</u>
1. Fewer than 7 teachers	566	610
2. 7 to 12 teachers	755	814
3. More than 12 teachers	922	994

SCHEDULE "D"

	<u>1985-1986</u>	<u>1986-1987</u>
Elementary Teacher in Charge	\$350	\$377
D/S Team Leader	\$809	\$872
Helping Teacher	\$809	\$872
Child Study Team Leader	\$809	\$872

SCHEDULE "E"

	<u>1985-1986</u>	<u>1986-1987</u>
Summer School Teacher	\$1,504	\$1,621
Evening School Teacher	\$11.97/hr.	\$12.90/hr.
Home Instruction Teacher	\$9.81/hr.	\$10.58/hr.

SCHEDULE "F"

	<u>1985-1986</u>	<u>1986-1987</u>
Grade Level		
Chairperson -		
Middle School	534	576

SCHEDULE "G"

	<u>1985-1986</u>	<u>1986-1987</u>
<u>Elementary Level</u>		
BSIP Pre-School Teacher	\$431/yr.	\$465/yr.
BSIP Reading Teacher	431/yr.	465/yr.
ESL Teacher	431/yr.	465/yr.
BSIP Math Teacher	431/yr.	465/yr.
BSIP Resource Teacher	755/yr.	814/yr.
BSIP Needs Assessment Resource Person	755/yr.	814/yr.
Migrant Program Resource Person	755/yr.	814/yr.
 <u>Secondary Level</u>		
ESL Teacher	\$431/yr.	\$465/yr.
Building Math Teacher	431/yr.	465/yr.
Building Communication Teacher	431/yr.	465/yr.
Reading Center Teacher	431/yr.	465/yr.
Math Center Teacher	431/yr.	465/yr.